

**CONTRACT FOR SPECIAL SERVICES BY
INDEPENDENT CONTRACTOR**

THIS CONTRACT is entered into this ____ day of _____, 2016, by and between the COUNTY OF SAN LUIS OBISPO (hereinafter referred to as "County") and AGP Video, Inc. a video production company and an independent contractor (hereinafter referred to as "Contractor").

W I T N E S S E T H

WHEREAS, the County of San Luis Obispo has need for special services video production services to document the Board of Supervisors, Planning Commission and Health Commission meetings and to distribute copies of recordings as necessary; and

WHEREAS, Contractor has been determined by Selection Committee to be specially trained, experienced, expert and competent to perform such special services;

NOW THEREFORE, the parties mutually agree as follows:

1. **Scope of Services.** Pursuant to this Contract, Contractor shall provide to the County the following special services:
 - a. Contractor will produce gavel-to-gavel coverage of all regular County Board of Supervisors, Planning Commission and Health Commission meetings held from July 1, 2016 to June 30, 2017. There shall be no editing. Each County agency shall provide Contractor with a current calendar of scheduled meetings when calendars are approved by Board or Commission.
 - b. Contractor will be required to include on-screen graphics to identify the agenda item number and brief description of the item, whenever possible.
 - c. Contractor will broadcast the live presentation of meetings on the Government specific channel (currently Charter channel 21) and the County's closed circuit channel 10 and webcast the meetings via the County's web streaming service and provide a secondary webcast via www.slo-span.org
 - d. Contractor will provide one electronic copy on DVD of the recorded Board of Supervisors meeting and the Planning Commission meeting to the Board of Supervisors' office and a copy of each to the San Luis Obispo City/County Library. Additionally, Contractor will provide one electronic copy on DVD of the

recorded Health Commission meeting to the Health Agency and a copy to the San Luis Obispo City/County Library.

- e. Contractor may provide additional electronic copies on DVD of the recorded meeting to the public, upon request, at a cost to not exceed \$20 for the initial disc of the meeting and \$5 for each additional disc as needed due to length of meeting. County departments requesting copies of the recorded meeting will pay \$15 per initial disc plus \$5 for each additional disc as needed due to length of meeting. Each recorded copy sold must be marked clearly so that the purchasers understand the copy is an "unofficial" copy of the recording.
- f. Contractor will be responsible for providing program content, scheduling, and broadcasting of Government specific content via Charter cable channel 21. Content appropriate to channel 21 must be broadcast twenty-four (24) hours a day, 365 days a week. Broadcast and programming priorities for channel 21 are as follows:
 - i. Meetings of the Board of Supervisors, Planning Commission, and Health Commission.
 - ii. Special meetings and workshops between the Board of Supervisors' members and other city or regional representatives when approved by the CAO or his/her designee.
 - iii. County produced programming of non-commercial, non-partisan nature that involve topics to inform citizens about services or programs provided by the County of San Luis Obispo or that may be of interest to the local community that are approved by the CAO or his/her designee.
 - iv. Meetings of other governmental agencies which are approved by the CAO or his/her designee.
 - v. Other programming, that may include outside produced programs, which are non-commercial/non-partisan and are generally of an educational or public awareness nature as approved by the CAO or his/her designee.
- g. Contractor will ensure the following playback schedule is met:
 - i. Board of Supervisors:
 - 1. Tuesdays: 6:00pm or within one hour of the ending of the Board meeting if the meeting extends beyond 5:00pm.

2. Wednesdays: 8:30am

3. Sundays: 5:30pm

ii. Planning Commission:

1. Thursday: 6:00 p.m. or within one hour of the ending of the Board meeting if the meeting extends beyond 5:00 p.m.

2. Saturday: 1:00 p.m. or as soon as possible after the end of the Cambria Community Services District meeting.

3. Monday: 6:00 p.m.

iii. Health Commission:

1. Wednesdays: 6:00pm

iv. The above meetings may be scheduled for additional playback at other available times during the week.

v. Play other County Public Services Announcements or special meetings as requested by the County and work with County staff to find appropriate time slots.

h. Under the direction of the Clerk of each meeting, Contractor will assist members of the public and/or County staff with basic audio video utilization of County equipment in the Board Chambers, provided it does not conflict with video production tasks.

i. Contractor will run the County approved slideshow or other County requested programming during all Board of Supervisors and Planning Commission meeting breaks in the morning and afternoon.

j. Work done by the Contractor pursuant to this Contract shall include the furnishing of labor and supervision. Contractor provided equipment, materials, supplies and all other items will supplement County provided equipment and materials needed to perform the required services.

k. Contractor may provide recording, cablecasting and/or other related services for special meetings upon the request of the County. The cost for providing these additional services is detailed in the compensation attachment.

2. **Contractor Performance**

- a. Contractor shall at all times during this term of this Contract provide courteous, high quality, efficient, technically competent and professional service to the reasonable satisfaction of the County.
- b. Contractor shall at all times during the contracted events, have at least one employee in the production facility, who has a minimum of two (2) years of production experience in environments similar to that of the County.
- c. Contractor will ensure that all production employees involved in providing services under this Contract have been thoroughly trained on use of the County's production facility prior to working on any event covered under this Contract. The training shall involve staff from County Information Technology Department ("County IT"). Contractor shall coordinate with County IT prior to conducting any training.
- d. Contractor will not make any hardware configuration changes to County owned equipment, nor remove any County owned property from the Board of Supervisors Chambers control room without prior written consent or involvement of County IT.
- e. Contractor will not modify nor upgrade any software used on or for County owned equipment, including the installation of new releases or patches without prior consent or involvement of County IT.
- f. At the conclusion of all meetings, Contractor shall return all equipment to their original, predefined state, as agreed upon by the parties.
- g. Contractor will ensure due diligence to meet the following quality production expectations:
 - i. Camera Takes are to be cut or fade away. There will be no "wipes".
 - ii. Picture in Picture is employed when appropriate. Camera takes are to follow the speaker as quickly as possible.
 - iii. On screen graphic slides are to be displayed as quickly as possible following a subject change.
 - iv. Sound levels are to be kept consistent.

3. **Compensation.** County shall pay to Contractor as compensation in full for all services performed by Contractor pursuant to this Contract within thirty (30) days after the receipt of a complete and accurate invoice from Contractor required by paragraph 3 herein, which has

been previously approved by an appropriate representative of the County department for whom Contractor is directly working.

4. **Billing.** Contractor shall submit to the County, by the 15th of each month, an invoice and a detailed statement of services performed during that preceding period. Contractor may be required to provide additional billing information at the request of County.
5. **Term of Contract.** This Contract shall commence on July 1, 2016, for an initial term until June 30, 2017 with options to renew for three (3) annual periods thereafter, subject, however to the rights of modification contained herein and the provisions of paragraphs 5 and 6. The County Administrative Officer ("CAO") shall have the authority to execute any extension as referenced herein.
6. **Termination of Contract for Convenience of Either Party.** County may terminate this contract at any time by giving to the other party seven (7) days' written notice of such termination. Termination shall have no effect on upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of said termination.
7. **Termination of Contract for Cause.** If Contractor fails to perform Contractor's duties to the satisfaction of the County or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract or if Contractor shall violate any of the terms or provisions of this Contract or if Contractor, Contractor's agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County, then County shall have the right to terminate this Contract effective immediately upon the County giving written notice thereof to the Contractor. Termination shall have no affect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of such termination. If County's termination of Contractor for cause is defective for any reason, including but not limited to County's reliance on erroneous facts concerning Contractor's performance, or any defect in notice thereof, County's maximum liability shall not exceed the amount payable to Contractor under paragraph 5 above.
8. **Equal Employment Opportunity.** During the performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and hereby promises to comply with the provision on contractor agreements contained in Presidential Executive Order Number

11246 as amended by Executive Order (1) 75 and as approved by Department of Labor Relations (41 CFR Part 61).

9. **Entire Agreement and Modification.** This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.
10. **Non-Assignment of Contract.** Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor may not assign, transfer, delegate or sublet any interest therein without the prior written consent of County and any such assignment, transfer, delegation, or sublease without the County's prior written consent shall be considered null and void.
11. **Covenant.** This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.
12. **Enforceability.** If any term, covenant, condition or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
13. **Employment Status.** Contractor shall, during the entire term of the Contract, be construed to be an independent Contractor and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Contract; provided always however that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.

Contractor understands and agrees that Contractor's personnel are not and will not be eligible for membership in or any benefits from any County group plan for hospital, surgical or medical insurance or for membership in any County retirement program or for paid

vacation, paid sick leave, or other leave, with or without pay or for any other benefit which accrues to a County employee.

14. **Warranty of Contractor.** Contractor warrants that Contractor and each of the personnel employed or otherwise retained by Contractor are properly certified licensed and insured under the laws and regulations of the State of California to provide the special services herein agreed to.
15. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of or in connection with Contractor's performance or attempted performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by sole negligence or willful misconduct of the County.
16. **Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer

Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Property Coverage

Contractor given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

OTHER INSURANCE Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment)** has been given to the County.

Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the

Contractor must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of contract work.

Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

Verification of Coverage

Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Certificates and copies of any required endorsements shall be sent to:

San Luis Obispo County
Human Resources – Risk Management
1055 Monterey Street, Room
San Luis Obispo, CA 93408
Attention: Pamela Mitchell

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

16. Records.

- i. Contractor shall keep complete and accurate records for the services performed pursuant to this Contract and any records required by law or government regulation and shall make such records available to County upon request.

- ii. Contractor shall assure the confidentiality of any records that are required by law to be so maintained.
- iii. Contractor shall prepare and forward such additional or supplementary records as County may reasonably request.

17. Accounting.

Contractor shall maintain accounting records in accordance with generally accepted accounting principles. The Contractor shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement.

Contractor shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal and payroll journal.

Contractor shall record costs in a cost accounting system which clearly identifies the source of all costs. Contract costs shall not be co-mingled with other project costs, but shall be directly traceable to contract billings to the County.

The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to the Contractor's cost accounting records.

All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. Contractor shall safeguard the accounting records and supporting documentation.

Contractor shall make accounting records and supporting documentation available on demand to the County for inspection and audit. Disallowed costs shall be repaid to the County. The County may require to have the Contractor's accounting records audited, at Contractor's expense, by an accountant licensed by the State of California. The audit shall be presented to the County Auditor-Controller within thirty (30) days after completion of the audit.

- 18. Notices.** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the County at:

County of San Luis Obispo

Attention: Dan Buckshi, County Administrator

1055 Monterey Street, Room 430

San Luis Obispo, CA 93408

and to the Contractor:

AGP Video, Inc.

Attention: Steve Mathieu

390 Preston Lane

Morro Bay, CA 93442


Cost Disclosure - Documents and Written Reports. Pursuant to Government Code section 7550, if the total cost of this Contract is over \$5,000.00, the Contractor shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

19. **Copyright.** Any reports, maps, documents or other materials produced in whole or part under this Contract shall be the property of the County and none shall be subject to an application for copyright by or on behalf of Contractor.

IN WITNESS THEREOF, County and Contractor have executed this Contract on the day and year first
hereinabove set forth.

APPROVED AS TO FORM AND LEGAL
EFFECT:

Rita Neal
County Counsel

By: 
Deputy County Counsel
Date: 5/18/16

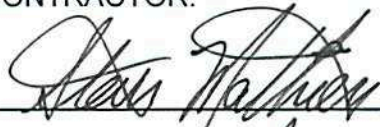
COUNTY OF SAN LUIS OBISPO

By: _____
Chairman of the Board of Supervisors
Approved by the Board of Supervisors this on
_____, 20__

ATTEST:

Clerk of the Board of Supervisors

CONTRACTOR:


Title: CEO ACP Video, Inc.
Date: 05-19-16

State of California
County of San Luis Obispo

On _____ before me, _____
personally appeared _____
personally known to me (or proved to me on the
basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me
that he/she/they executed the same in
his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which
the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit A – Compensation

Base rate for Board of Supervisors and Planning Commission meetings from start to 12:15pm	\$500
Hourly rate for Board of Supervisors and Planning Commission meetings that extend beyond 12:15 p.m. exclusive of lunch break. Hourly charges will be billed in 15 minute increments, rounded up.	\$100*
Base rate for Health commission meetings from start to 9:00 p.m.	\$500
Hourly rate for Health Commission meetings that extend beyond 9:00pm.	\$100*
Rate for unscheduled meetings or additional services to be determined	Negotiated on case-by-case basis
Price to provide a weekly electronic copy of meetings to the appropriate County office and copies to the San Luis Obispo City/County Library	Included in rates
Price to provide assistance to public and/or staff with County equipment on Chambers floor when it does not conflict with primary duty of video-production	Included in rates
Monthly rate to provide Channel 21 Programming Services 24/7 365	\$750

* Hourly charges will be billed in 15 minute increments, rounded up.